

November 14, 2007

Mr. David Maloof
Maloof, Browne and Eagan LLC
411 Theodore Fremd Ave., Suite 190
Rye, NY 10580

RE: Your reference# 2401.03
Our File# C-19-07

Dear Mr. Maloof,

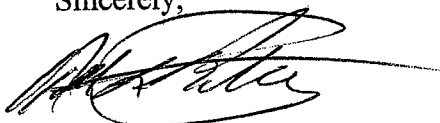
This will acknowledge receipt of your correspondence of November 8, 2007 and November 13, 2007. In return you will get the entire Yellowstone Trucking Inc. contract that includes the addendums that you failed to include. The addendum that includes the release value of \$2.50 per pound is included in **Addendum D-Statement of Work** under section **B. Service and Operational Requirements**, part **3.0 Liability**.

I have also included the 2 Bill of Ladings for the engines included in this shipment. They both reflect the \$2.50 release value as well.

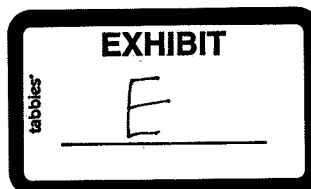
Based on our release value in the contract signed by Yellowstone Trucking Inc. and The Boeing Co., the weight of the engines being 10,000 per unit would make our maximum exposure in the claim \$50,000. We would only be interested in mediation if the claim amount would be an amount less than our maximum exposure of the released value, in this case \$50,000.

In addition, we have yet to see a repair estimate defining the damage, if any, and the costs associated with the damage. Before any payment is authorized on our behalf this information would be required to be presented for our review.

Sincerely,



Todd L. Bunting
EVP of Safety
TMC Transportation
Yellowstone Trucking Inc.
515-974-3585



TMC Company File
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